

General Terms and Conditions for purchase of the **ESR Premium Education Package 2023** valid from January 1, 2023 – December 31, 2023

1. Scope of Application

- 1.1 These General Terms and Conditions stipulate the purchase of the ESR Premium Education Package (valid from January 1, 2023 – December 31, 2023) hosted by the Europäische Gesellschaft für Radiologie - European Society of Radiology (ESR), an association according to Austrian Law with its registered office in 1010 Vienna, Am Gestade 1 (hereinafter referred to as "ESR").
- 1.2 Any contractual or legal declarations of the user of the ESR Premium Education Package (hereinafter referred to as "user") or a third party deviating from these General Terms and Conditions shall not be part of the contract entered into with ESR, notwithstanding the consumption of the services offered by the user and the payment of fees therefore.

2. Registration and Purchase

- 2.1 The registration to and purchase of the ESR Premium Education Package is to be made electronically by using the respective registration tool provided on the ESR homepage (www.myESR.org). Registrations without user's full name, complete e-mail, postal address and date of birth cannot be processed.
- 2.2 A contractual relationship subject to these Terms and Conditions is entered into between ESR and the user. If the payment is to be invoiced to and borne by a third party such as a university, an operator of a hospital or other health care institution or a business corporation, the contractual relationship subject to these Terms and Conditions is entered into between ESR and such third party.
- 2.3 Users requesting to have the fee invoiced to a third party warrant and guarantee to be provided with the respective power of attorney by the third party to enter into the contract with ESR subject to these General Terms and Conditions and the third party's consent to cover the user's fee. In the event of the third party's refusal to cover the user's fee, the user shall effect payment of the fee upon

ESR's first request.

- 2.4 Upon registration on behalf of third persons, the registering person warrants and guarantees to be entitled to execute such registrations according to these General Terms and Conditions in the name and on behalf of such third persons by proxy and to declare any and all approvals and consents required according to these General Terms and Conditions in the third person's name and behalf.
- 2.5 Upon registration, the user shall receive an e-mail confirming registration for verification of the user's personal data only.
- 2.6 The user's access to the ESR Premium Education Package shall not become effective until ESR has received the full fee due.
- 2.7 Payment of the fee can be made either by bank transfer or by credit card (VISA or MasterCard/EuroCard).
- 2.8 Upon payment of the fee by credit card, the user will receive a confirmation e-mail including the original invoice. A copy of the invoice for the fee will be available on ESR's homepage (<https://portal.myesr.org/esr/membership/login>).
- 2.9 If bank transfer is the chosen method of payment for the access to the ESR Premium Education Package, the recipient will receive a confirmation of registration by e-mail upon completion of registration. Both the confirmation of order and a copy of the invoice for the fee will be available on ESR's homepage (<https://portal.myesr.org/esr/membership/login>).

The fee is to be paid to

- Account Name: ESR TG
- Bank Name: Die Erste Bank
- IBAN: AT73 2011 1285 6166 3303
- BIC/SWIFT: GIBAATWW

The recipient's name and Personal ID must be provided as a reference on the bank transfer document. Any bank charges incurred are to be paid by the user. Payment via bank transfer has to be finalised within 10 working days.

- 2.10 Payment by cheque is not accepted.
- 2.11 Access to the ESR Premium Education Package is non-transferable. New registration and payment are required.
- 2.12 Unless mandatory law providing otherwise, ESR will not refund any fees once payment has been completed, including in cases of special offers or membership-related changes.

3. Force Majeure

If, for any reason, access to the ESR Premium Education Package becomes impossible due to reasons of force majeure, including but not limited to blackout, strikes, natural disasters, epidemics, pandemics, government regulations, internet failure or hacker attack, there will be no refund of fees already paid. ESR's obligation to grant access to the ESR Premium Education Package remains unaffected and ESR is entitled to postpone the access until such time the event of force majeure no longer exists.

4. Right of withdrawal

- 4.1 Users being consumers and entering into the contract with ESR in their own name and own behalf have the right to withdraw from the contract within 14 days without giving any reasons. This 14-day withdrawal period begins on the day the contract is concluded. With regard to users whose payment is borne by a third party and such third party entering into the contract with ESR, no right of withdrawal is granted.
- 4.2 In order to exercise the right of withdrawal, the user must inform Europäische Gesellschaft für Radiologie – European Society of Radiology (ESR), Am Gestade 1, 1010 Vienna, Austria, (e-mail: registration@myesr.org), by means of a clear statement of the decision to withdraw from the contract. The withdrawal period is respected if the user sends his declaration of withdrawal within the withdrawal period. For this purpose, the following sample form may (but does not have to) be downloaded from <https://www.myesr.org/premium-education-package>.

- 4.3 WITHDRAWAL FORM
(Sample) To:
Europäische Gesellschaft für Radiologie –
European Society of Radiology (ESR)
Am Gestade 1, 1010 Vienna
Austria
(e-mail: registration@myesr.org)

I hereby revoke the contract concluded by me for the access to ESR Premium Education Package.

Contract concluded on (date):
Name of the user:
Address of the user:
Signature of the user (only when notified on paper):
Date:

4.4 Consequences of the cancellation

If the user withdraws from this contract, ESR will refund to such user any payments ESR has received from him without delay and at the latest within 14 days from the date on which ESR received notice of the withdrawal of this contract. The refund is including possible delivery costs (except for the additional costs arising from choosing a different type of delivery by the user than the cheapest standard delivery ESR offers). For the repayment, ESR uses the same payment method that the user selected in the original transaction, unless otherwise agreed with the user; ESR will not charge such user any fees for this repayment. After withdrawal, the respective service cannot be accessed.

4.5 Exclusion of the right of withdrawal

Granting access to the ESR Premium Education Package falling within delivery of digital content not stored on a physical data carrier, the right of withdrawal is excluded if the user has requested access to the ESR Premium Education Package prior to the expiry of the withdrawal period.

Having requested access to the ESR Premium Education Package prior to the expiry of the 14 days withdrawal period valid for users being consumers, the right

of the user being a consumer to withdraw from the contract is excluded.

5. Access Fees

5.1 The fees for ESR Premium Education Package can be found on ESR's website (<https://www.myesr.org/premium-education-package>).

5.2 All fees for ESR Premium Education Package are net of VAT.

6. Access to ESR Premium Education Package and terms of use

6.1 To access the ESR Premium Education Package, a non-exclusive, non-transferable and limited license to the user named in the contract is granted only for personal use and for the duration stated in the description of services on the website of ESR.

6.2 The materials made available via the ESR Premium Education Package may only be displayed on one single user screen (personal computer, tablet) per user at a time.

6.3 The user's account granting access to the ESR Premium Education Package may not be transferred to a third person and access data may not be disclosed.

6.4 The content presented via the ESR Premium Education Package contains material contributed or licensed by individuals, companies, or organizations that may be protected by Austrian and foreign copyright laws. Users shall not reproduce, archive, modify, distribute, publicly perform, publish or license any of the content and information available via the ESR Premium Education Package or obtained from or through the ESR Premium Education Package. User shall not create derivative works or offer them for sale.

6.5 User shall not bypass, remove, change, downgrade, disable or prevent any copy protection in the ESR Premium Education Package service. User shall not use robots, spiders, web scraping, or other automated operations to access the ESR Premium Education Package service. User shall not decompile, reverse engineer, or disassemble any software or any other product or process accessible through the ESR Premium Education Package service. User shall not insert any code or

other product or otherwise tamper with the ESR Premium Education Package service. User shall not use data mining, data collection or other extraction methods. User shall not upload, post, email, or otherwise send or transmit any content that interferes with, suspends or restricts the operation of any computer software/hardware or telecommunications equipment in connection with the ESR Premium Education Package service. This also applies to any software viruses or other codes, files and programs.

- 6.6 In the event of violation of these terms of use according to this Section 6 of the General Terms and Conditions, or in the event of use in an illegal or fraudulent manner, ESR may terminate or restrict user's use of and access to the ESR Premium Education Package service.
- 6.7 Upon ESR providing the user with instructions to use, the user is obliged to follow the instructions given.
- 6.8 The cost of setting up the online connection and maintaining it on the user's side is borne by the user. ESR shall not be liable for the security and continuity of data communication that are conducted over third party communication networks. ESR shall not be liable for disruptions in data transmission caused by technical errors or configuration problems on the user's side.

7. Certificate of Attendance/CME Accreditation

Any confirmation or certification related to ESR Premium Education Package will be available after the congress on the ESR homepage (<https://portal.myesr.org/esr/membership/login>).

Only persons who are authorized for CME accreditation will be able to download and print the CME confirmation after the congress.

8. Warranty and Liability

- 8.1 ESR Premium Education Package and all information, content and materials and other services included or otherwise made available to the user in the course of ESR Premium Education Package are provided by ESR on an "as is" and "as available" basis. ESR makes no representations or warranties of any kind, express or implied, as to the operation of ESR Premium Education Package, or

the information, content, materials or other services included or otherwise made available to the user through the ESR Premium Education Package services.

- 8.2 To the full extent permissible by law, ESR disclaims all warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose. ESR does not warrant that the ESR Premium Education Package services, information, content, materials or other services included or otherwise made available to the user through the ESR Premium Education Package services, ESR's servers or electronic communications sent from ESR are free of viruses or other harmful components. To the full extent permissible by law, ESR will not be liable for any damages of any kind arising from the use of any ESR service, or from any information, content, materials or other services included or otherwise made available to the user through any ESR service.

9. Place of Performance/Applicable Law/Place of Jurisdiction

- 9.1 The place of performance of any duties and obligations for both the ESR and the user sides shall be Vienna.
- 9.2 Any contractual relationship with the ESR shall be subject to Austrian law, with the exception of the Vienna Convention on the International Sale of Goods.
- 9.3 The place of jurisdiction shall be 1010 Vienna. The ESR shall also be entitled to pursue any claim before the courts of law competent for the defendant's domicile or general residence.